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2012 SEP -6 PM 12:23

OFFICE OF
COUNSEL

August 29, 2012

Federal Election Commission
Att: Jeff Jordan, Esq.
999 E. Street, NW
Washington, D.C. 20463

MUR 6626

Dear Mr. Jordan:

I am counsel for the Mittman for Congress Campaign, in connection with a complaint filed against it from a company that identifies itself by "Sterling Marketing Group" (hereinafter referred to as "Sterling"). It is important to note at the outset that the Campaign Committee has not engaged directly at any time with Sterling. Further the Campaign Committee has entered into no written or verbal contract with Sterling.

This was my client's first political endeavor with a campaign that had a very short time period as it was for the June 26, 2012 primary. ✓

The within matter involves a consultant who unbeknownst to the campaign retained various vendors to do unauthorized work. The consultant represented to the campaign that he would competitively price out and get approval prior to work being performed. It was specifically agreed upon by the consultant that the campaign would only pay the raw cost of any vendors in that no monies would be added on for the party who was hiring such vendors.

The consultant requested checks from the Campaign Committee for printing to be paid to a "third-party" printer from time to time. The campaign believed it was being invoiced for what it assumed were printing and mailing costs of literature to voters. Several invoices were paid upon presentation even though there were questions of overcharges which the consultant stated would be rectified. Only days before the election and without providing specific invoices to establish the legitimacy of the charges, the consultant requested \$31,500.00 verbally to "finalize" all invoices owed to Sterling. An unsigned check was prepared at the Campaign office with the understanding that it would not be delivered until the actual invoices were provided and reviewed and the appropriate adjustments were made on the previously overcharged invoices. When invoices were finally received in July after the Primary, the invoices reflected double the raw printing costs on the open market. The complaint includes copies of mock drafts that would need authorization prior to being printed. Items charged on the invoices were either incorrect and/or were part of the responsibility of the consultant. The consultant's responsibilities specifically included:

"Consult and coordinate campaign
Advise assist, consult and develop the voter target
Advise, assist consult and manage data

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....
Advise, assist, consult and design English language literature
Advise, assist, consult and design Spanish language literature
Development [of] the entire mail plan including mailing
Plan and coordinate the Election Day operation..."

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The consultant was confronted about the extreme overcharges and admitted that the invoices reflected more than the raw printing costs and the actual volume printed. During this time period the consultant was requested to allow the Campaign Committee to speak with the vendor [Sterling Marketing]. His response was "they don't want to talk to you." You may note that there is no phone number on the invoices for this company. ✓ On stationery for this "company" there is no valid phone number indicated as the phone number listed [718-606-1833] just rings without a voice mail or person picking up. Interestingly, included in the packet to the FEC was a receipt from Staples for faxing services. Apparently, this company does not have its own working fax machine. It as well did not maintain an office at the location on the invoice. Campaign staff went to the address indicated to be Sterling's and no one was at that address. Additionally the mailing receipts enclosed in the complaint have the sender's information oddly redacted. It became clear upon receiving the copy of the complaint from the FEC that Sterling Marketing Group is actually the consultant and alternatively the consultant is Sterling Marketing Group.

The campaign was taken advantage of in a very large way. Thousands of dollars was received by Sterling/consultant by the consultant requesting monies that were not due with promises that adjustments would be made. The campaign requested numerous times, corrected bills so that any monies due or overpaid may be satisfied. Now it is understood why such was not presented as it would be made clear that a large refund would be in order. The campaign committee has requested on numerous occasions for the consultant to provide a signed copy of the Agreement between the consultant and the committee as well as all agreements that the consultant made on behalf of the campaign. Nothing to date has been received.

The campaign has attempted to obtain the legitimate amount of any debt that may be owed by the Committee as well as the amount of any debt that may be owed to the Committee. As the consultant/Sterling Marketing has failed and refused to respond to these requests, the committee's ability to report bona fide debts has been hindered at best. The Committee did in fact properly report expenditures in the July quarterly to the best of its knowledge. The Committee intends on pursuing the overcharges and identify any legitimate debt/credit and report same to the FEC in the October quarterly. At this point the committee does not believe that there is a bona fide debt owed to Sterling, thus no action should be taken by the FEC against the Committee.

I anticipate this clarifies the issue before the FEC. If you have any questions please feel free to contact me.

Sincerely,
Susan M. Silverman, Esq.

